

**DEPARTMENT OF SPECIAL SERVICES
TOWNSHIP OF UNION PUBLIC SCHOOLS
M-E-M-O-R-A-N-D-U-M**

TO: Greg Tatum

C: Diane Cappiello

Julia Vicidomini

From: Kim Conti 

Re: Board Agenda

Date: July 1, 2019

**Approve New Jersey Pediatric Feeding Associates LLC to provide a Feeding Evaluation at the rate of \$750.00 per evaluation and Feeding Training at the rate of \$175.00 per student for the 2019-2020 school year, not to exceed \$1,850.00.
(Account #11-000-219-320-01-19)**



**ORAL MOTOR THERAPY, FEEDING THERAPY CONTRACT
AGREEMENT with NEW JERSEY PEDIATRIC FEEDING ASSOCIATES
& THERAPY CENTER, LLC**

The Union Township School District to employ New Jersey Pediatric Feeding & Therapy Associates, LLC for the provision of oral motor, feeding training. Services are described as follows:

Oral Motor/Feeding Assessment: \$750.00 (per student)

Feeding Training \$175.00 (per student)

**IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES
HERETO THAT: I THE SERVICE PROVIDER WILL:**

1. Perform Oral Motor, Feeding services in accordance with the individual education program (IEP) for the individual;
2. Provide the following services through the assigned therapist:
 - Set up appropriate treatment plans and establish short and long term goals and objectives for inclusion on the Individual Education Program.
 - Assist with selection and/or modifications of equipment, appliances, to meet the student's needs.
 - Instruct the student, ancillary staff, and/or teacher in activities to be carried out between treatments.
3. Share information regularly with the teacher who coordinates the educational program of identified students.
4. Prepare clinical and progress notes for incorporation into the educational records of the students receiving therapy no less often than monthly.



5. New Jersey Pediatric Feeding & Therapy Associates, LLC will provide professional liability insurance for those individuals directly providing service to the student, which will hold harmless the school district for possible incidents, which may occur during treatment provided New Jersey Pediatric Feeding & Therapy Associates, LLC.

Conform to all applicable policies and procedures of **The Union Township School District** and the New Jersey Regulatory Statutes;

- Not attempt to collect for therapy services from either student, family, or any governmental, private, or public agency other than *Union* Township School District agreed upon services;

6. **The Union Township School District** will;

- Be responsible for payment of fees for services rendered by New Jersey Pediatric Feeding & Therapy Associates, LLC.
- Submit payment for charges by the fifth of following month to be approved at the Board of Education's monthly meeting following receipt of such statement;

III. New Jersey Pediatric Feeding & Therapy Associates, LLC will not be bound by **The Union Township School District** Calendar and will be permitted to execute services despite observable holidays; snow days; etc.

This Agreement would then be amended by mutual agreement.



If both parties agree to the provisions of this contract and no written modifications are requested, this Agreement shall remain in full force and effect until one of the parties gives thirty (30) days notice in writing to the other party of its intention to terminate this Agreement.

_____, Superintendent **The Union**

Township School District _____ Date:

_____, Nancy Calamusa, Owner/
Director, New Jersey Pediatric Feeding & Therapy Associates, LLC

_____ Date:

ADDENDUM
TO
AGREEMENT BETWEEN
TOWNSHIP OF UNION BOARD OF EDUCATION
AND

NS Pediatric Feeding Assoc - LLC

This Addendum to the Contract *NS Pediatric Feeding Assoc* entered into between the Township of Union Board of Education ("Board") and [INSERT COMPANY NAME] on this 1 day of July, 2019.

In consideration of the mutual promises, covenants, and agreements contained in the Contract *NS Ped Feeding Assoc* parties agree as follows:

In accordance with the New Jersey "Pass the Trash" law, N.J.S.A. 18A:6-7.6 to 7.13 (hereinafter "Law"), which became effective June 1, 2018, *NS Ped Feeding Assoc* hereby acknowledges its obligations under the Law and certifies that it is in compliance with the Law and all obligations required therein. The *NS Ped F. A.* agrees to continue to comply with all requirements of the Law during the term of the Contract.

Furthermore, the *NS Ped Feeding Assoc* indemnify, defend, and hold the Board and its respective officers, employees, servants, agents, assigns and affiliates ("Indemnified Parties"), harmless from and against, any and all suits, actions, liabilities, losses, claims, damages, and expenses including, without limitation, costs of investigation and defense (including costs of private investigation and surveillance), costs for medical treatment, expert witness fees, legal fees (e.g., fees of attorneys, paralegals and other legal professionals for the defense of the underlying suits, etc.), expenses and diminution of value, whether or not involving a third party claim, arising out of or in any manner connected with the Company's compliance with, or lack thereof, its obligations under the Law, N.J.S.A. 18A:6-7.6 to 7.13, to be provided for the Indemnified Parties, including, but not limited to, services performed under this Agreement and Addendum, or any such other work performed for the Indemnified Parties, in any way related to the acts or omissions of the Company, its agents, servants, employees, Subcontractors, subconsultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable ("Covered Parties") to the extent that such suits, actions, liabilities, losses, claims, damages and expenses are caused by the Covered Parties. If in a given case a court rules that the Company is not negligent and/or did not breach its statutory duty, then the Company no longer has an obligation to defend and indemnify the Board in such case.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

By:

Nancy Colaneri MacC...
